

SPS

COMMONWEALTH OF VIRGINIA
CIRCUIT COURT OF FAIRFAX COUNTY
4110 CHAIN BRIDGE ROAD
FAIRFAX, VIRGINIA 22030
703-691-7320
(Press 3, Press 1)

IN RE: Harold A OConnell

CL-2012-0013064

TO: Anthony Miner OConnell
439 S Vista Del Rio
Green Valley 85614
Arizona

SUMMONS – CIVIL ACTION

The party, upon whom this summons and the attached complaint are served, is hereby notified that unless within 21 days after such service, response is made by filing in the Clerk's office of this Court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment or decree against such party either by default or after hearing evidence.

APPEARANCE IN PERSON IS NOT REQUIRED BY THIS SUMMONS.

Done in the name of the Commonwealth of Virginia, on Tuesday, September 04, 2012.

JOHN T. FREY, CLERK

By: *Betty B Whieden*
Deputy Clerk

Plaintiff's Attorney Elizabeth Chichester Morrogh

SERVED: 9-8-12 3:00 PM.
Paul Frye

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JEAN MARY O'CONNELL NADER,)
)
Plaintiff,)

v.)

Case No. 2012 - 13064

ANTHONY MINER O'CONNELL,)
Individually and in his capacity as)
Trustee under a Land Trust Agreement)
Dated October 16, 1992 and as)
Trustee under the Last Will and)
Testament of Harold A. O'Connell)
439 S. Vista Del Rio)
Green Valley, Arizona 85614)

and)

SHEILA ANN O'CONNELL)
663 Granite Street)
Freeport, ME 04032)

Defendants.)

FILED
CIVIL INTAKE
2012 AUG 30 PM 3:22
JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

COMPLAINT

COMES NOW the Plaintiff, Jean Mary O'Connell Nader, by counsel, and brings this action pursuant to §§ 26-48 and 55-547.06 of the Code of Virginia (1950, as amended) for the removal and appointment of a trustee, and in support thereof states the following.

Parties and Jurisdiction

1. Plaintiff Jean Mary O'Connell Nader ("Jean") and Defendants Anthony Miner O'Connell ("Anthony") and Sheila Ann O'Connell ("Sheila") are the children of Harold A. O'Connell ("Mr. O'Connell"), who died in 1975, and Jean M. O'Connell ("Mrs. O'Connell"), who died on September 15, 1991.

2. The trusts that are the subject of this action are: (a) the trust created under the Last Will and Testament of Harold A. O'Connell dated April 11, 1974, and admitted to probate in this Court on June 18, 1975; and (b) a Land Trust Agreement dated October 16, 1992, which was recorded among the land records of this Court in Deed Book 8845 at Page 1449.

3. Jean, Sheila, and Anthony are the beneficiaries of both of the trusts and, therefore, are the parties interested in this proceeding.

Facts

4. During their lifetimes, Mr. and Mrs. O'Connell owned as tenants in common a parcel of unimproved real estate identified by Tax Map No. 0904-01-0017 and located near the Franconia area of Fairfax County, Virginia and consisting of approximately 15 acres (the "Property").

5. After his death in 1975, a 46.0994% interest in the Property deriving from Mr. O'Connell's original 50% share was transferred to a trust created under his Last Will and Testament (the "Harold Trust"), of which Anthony serves as trustee. A copy of the Last Will and Testament of Harold A. O'Connell is attached hereto as Exhibit A.

6. Mrs. O'Connell held a life interest in the Harold Trust and, upon her death in 1991, the trust assets were to be distributed in equal shares to Jean, Sheila, and Anthony as remainder beneficiaries. Although other assets of the Harold Trust were distributed to the remainder beneficiaries, the trust's 46.0994% interest in the Property has never been distributed to Jean, Sheila, and Anthony in accordance with the terms of the Harold Trust.

7. After Mrs. O'Connell's death, her 53.9006% interest in the Property passed to Jean, Sheila, and Anthony in equal shares, pursuant to the terms of her Last Will and Testament and Codicil thereto, which was admitted to probate in this Court on December 10, 1991.

8. Thus, after Mrs. O'Connell's death, Jean, Sheila, and Anthony each owned a 17.96687% interest in the Property, and the Harold Trust continued to own a 49.0994% interest in the Property.

9. By a Land Trust Agreement dated October 16, 1992, Jean, Sheila, and Anthony, individually and in his capacity as trustee of the Harold Trust, created a Land Trust (the "Land Trust"), naming Anthony as initial trustee. A copy of the Land Trust Agreement is attached hereto as Exhibit B and incorporated by reference herein. The Harold Trust, Jean, Sheila, and Anthony (individually) are the beneficiaries of the Land Trust.

10. The Property was thereafter conveyed by Jean, Sheila, and Anthony, individually and as trustee of the Harold Trust, to Anthony, as trustee of the Land Trust, by a Deed dated October 16, 1992 and recorded on October 23, 1992 in Deed Book 8307 at Page 1446 among the land records for Fairfax County.

11. As trustee under the Land Trust, Anthony was granted broad powers and responsibilities in connection with the Property, including the authority and obligation to sell the Property. Paragraph 4.04 of the Land Trust Agreement states, in part, as follows:

If the Property or any part thereof remains in this trust at the expiration of twenty (20) years from date hereof, the Trustee shall promptly sell the Property at a public sale after a reasonable public advertisement and reasonable notice thereof to the Beneficiaries.

12. To date, the Property has not been sold, and the Land Trust is due to expire on October 16, 2012.

13. According to Paragraph 9.03 of the Land Trust Agreement, the responsibility for payment of all real estate taxes on the Property is to be shared proportionately by the beneficiaries. However, if a beneficiary does not pay his or her share, the Land Trust Agreement provides:

The Trustee will pay the shortfall and shall be reimbursed the principal plus 10% interest per annum. Trustee shall be reimbursed for any outstanding real estate tax shares or other Beneficiary shared expense still owed by any Beneficiary at settlement on the eventual sale of the property.

14. For many years, Jean sent payment to Anthony for her share of the real estate taxes on the Property. Beginning in or about 1999, Anthony refused to accept her checks because they were made payable to "County of Fairfax." Anthony insisted that any checks for the real estate taxes be made payable to him individually, and he has returned or refused to forward Jean's checks to Fairfax County. Under the circumstances, Jean is unwilling to comply with Anthony's demands regarding the tax payments.

15. Anthony is not willing or has determined he is unable to sell the Property due to a mistaken interpretation of events and transactions concerning the Property and, upon information and belief, the administration of his mother's estate. Anthony's position remains intractable, despite court rulings against him, professional advice, and independent evidence. As a result, Anthony is unable to effectively deal with third parties and the other beneficiaries of the Land Trust.

16. In 2007, Anthony received a reasonable offer from a potential buyer to purchase the Property. Upon information and belief, Anthony became convinced of a title defect with the Property that, in his opinion, was an impediment to the sale of the Property. A title commitment issued by Stewart Title and Escrow on April 24, 2007, attached hereto as Exhibit C, did not persuade Anthony that he, as the trustee of the Land Trust, had the power to convey the Property. Because of this and other difficulties created by Anthony, the Property was not sold.

17. Since 2007, it appears the only effort put forth by Anthony to sell the Property has been to post it for sale on a website he created, www.alexandriavirginia15acres.com.

18. Since 2009, Anthony has failed to pay the real estate taxes for the Property as required by the Land Trust Agreement. Currently, the amount of real estate tax owed, including interest and penalties, is approximately \$27,738.00.

19. Anthony has stated that he purposely did not pay the real estate taxes in order to force a sale of the Property and clear up the alleged title defects.

20. Since the real estate taxes are more than two years delinquent, Anthony's failure to pay may result in a tax sale of the Property. Anthony was notified of this possibility by a notice dated October 26, 2011, attached hereto as Exhibit D. In addition to the threatened tax sale, the Land Trust is incurring additional costs, including penalties, interest, and fees, that would not be owed if Anthony had paid the real estate taxes in a timely manner.

21. In May 2012, Jean, through her counsel, wrote a letter to Anthony requesting that he cooperate with a plan to sell the Property or resign as trustee. To date, Anthony has not expressed a willingness to do either, and still maintains that the alleged title defect and other "entanglements" must be resolved before any action can be taken towards a sale of the Property.

Count I: Removal of Anthony O'Connell as Trustee of Land Trust

22. The allegations of paragraphs 1 through 21 are incorporated by reference as if fully stated herein.

23. As trustee of the Land Trust, Anthony has a fiduciary duty to comply with the terms of the trust agreement, to preserve and protect the trust assets, and to exercise reasonable care, skill, and caution in the administration of the trust assets.

24. Anthony has breached his fiduciary duties by his unreasonable, misguided, and imprudent actions, including but not limited to, his failure to sell the Property and non-payment of the real estate taxes on the Property.

25. The breaches of duty by Anthony constitute good cause for his removal as trustee of the Land Trust.

WHEREFORE, Plaintiff Jean Mary O'Connell Nader prays for the following relief:


- A. That the Court remove Anthony Minor O'Connell as trustee under the Land Trust Agreement dated October 16, 1992, pursuant to § 26-48 of the Code of Virginia (1950, as amended);
- B. That all fees payable to Anthony Minor O'Connell under the terms of the aforesaid Land Trust Agreement, including but not limited to, the trustee's compensation under paragraph 9.01, and all interest on advancements by the trustee to the trust for payment of real estate taxes pursuant to paragraph 9.03, be disallowed and deemed forfeited;
- C. That all costs incurred by Plaintiff Jean Mary O'Connell Nader in this action, including reasonable attorneys' fees, be paid by the Land Trust; and
- D. For all such further relief as this Court deems reasonable and proper.

**Count II: Removal of Anthony O'Connell as
Trustee of the Trust under the Will of Harold A. O'Connell**

26. The allegations of paragraphs 1 through 25 are incorporated by reference as if fully stated herein.


27. The terms of the Harold Trust provide that, upon the death of Mrs. O'Connell, the assets are to be distributed to Jean, Sheila, and Anthony in equal shares. Notwithstanding the terms of the Harold Trust and the provisions for its termination, Anthony entered into the Land Trust Agreement in his capacity as trustee of the Harold Trust. As a result, upon the sale of the

Property, Anthony can exercise greater control over the Harold Trust's share of the sale proceeds than if the parties held their beneficial interests in their individual capacities.

28. Other than its status as beneficiary of the Land Trust, there is no reason for the continuation of the Harold Trust. 

29. On August 8, 2000, an Eleventh Account for the Harold Trust was approved by the Commissioner of Accounts for the Circuit Court of Fairfax County and determined to be a final account.

30. Anthony repeatedly and unsuccessfully challenged the Commissioner's determination and requested, *inter alia*, that the Court and the Commissioner of Accounts investigate a debt of \$659.97 that he alleged was owed to the Harold Trust by Mrs. O'Connell's estate. In these proceedings, the Commissioner stated, and the court agreed, that there was no evidence to support Anthony's claims that a debt existed and, if so, that it was an asset of the Harold Trust.

31. Anthony's repeated and unsuccessful challenges to the rulings of the Commissioner of Accounts and the Circuit Court in connection with the Eleventh Account, and his persistence in pursuing his unfounded claims to the present day, demonstrate that he is unable to administer the Harold Trust effectively and reliably. 

32. It is in the best interests of the beneficiaries of the Harold Trust that, upon the sale of the Property, the net sale proceeds be distributed in an orderly and expedient manner. Based on Anthony's actions, he is not the proper individual to fulfill the trustee's duties in administering the Harold Trust.

33. The removal of Anthony as trustee best serves the interests of the beneficiaries of the Harold Trust.

WHEREFORE, Plaintiff Jean Mary O'Connell Nader prays for the following relief:

- A. That the Court remove Anthony Minor O'Connell as trustee under the Last Will and Testament of Harold A. O'Connell, pursuant to § 55-547.06 of the Code of Virginia (1950, as amended);
- B. That all costs incurred by Plaintiff Jean Mary O'Connell Nader in this action, including reasonable attorneys' fees, be awarded to her in accordance with § 55-550.04 of the Code of Virginia (1950, as amended); and
- C. For all such further relief as this Court deems reasonable and proper.

Count III: Appointment of Successor Trustee

34. The allegations of paragraphs 1 through 33 are incorporated by reference as if fully stated herein.

35. Jean is a proper person to serve as trustee of the Land Trust in order to sell the Property on behalf of the beneficiaries of the Land Trust, and she is willing and able to serve in such capacity.

36. The best interests of the beneficiaries would be served if the Land Trust is continued for a sufficient period of time to allow the successor trustee to sell the Property, rather than allowing the Land Trust to terminate on the date specified in the Land Trust Agreement. Each of the individual beneficiaries of the Land Trust is age 70 or above, and it would be prudent to sell the Property during their lifetimes, if possible, rather than leaving the matter for the next generation to resolve.

37. Jean is a proper person to serve as trustee of the trust created under the Last Will and Testament of Harold A. O'Connell, and she is willing and able to serve in such capacity.

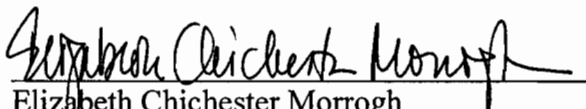
WHEREFORE, Plaintiff Jean Mary O'Connell Nader prays for the following relief:

- A. That Plaintiff Jean Mary O'Connell Nader be appointed as successor trustee under the aforesaid Land Trust Agreement, with the direction to sell the Property upon such terms and conditions as this Court deems reasonable and appropriate, including, but not limited to, fixing a reasonable amount as compensation of the successor trustee for her services;
- B. That the term of the Land Trust be continued for a reasonable time in order to allow for the sale of the Property;
- C. That Plaintiff Jean Mary O'Connell Nader be appointed as successor trustee under the Last Will and Testament of Harold A. O'Connell for all purposes, including distribution of the net proceeds of the sale of the Property that are payable to such trust;
- D. That all costs incurred by Plaintiff Jean Mary O'Connell Nader in this action, including reasonable attorneys' fees, be paid by the Land Trust; and
- E. For all such further relief as this Court deems reasonable and proper.

JEAN MARY O'CONNELL NADER
By Counsel

BLANKINGSHIP & KEITH, P. C.
4020 University Drive
Suite 300
Fairfax, VA 22030
(703) 691-1235
FAX: (703) 691-3913

By:


Elizabeth Chichester Morrogh
VSB No. 25112
Counsel for Plaintiff

LAST WILL AND TESTAMENT

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HAROLD A. O'CONNELL

I, HAROLD A. O'CONNELL, of Fairfax County, Virginia, do hereby publish and declare this to be my Last Will and Testament, hereby revoking all wills and codicils by me at any time heretofore made.

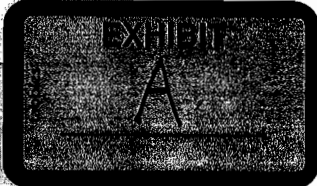
FIRST: I direct my Executor, as soon as practicable after my death, to pay out of the assets of my estate my enforceable debts, in accordance with their terms, the expenses of my last illness and funeral, without regard to any statutory limits on such expenses and the cost of administration of my estate.

SECOND: I give and bequeath all my tangible personal property which is not used exclusively in my business, and all policies of insurance relating to such property, to my wife, JEAN M. O'CONNELL, if she survives me and lives for sixty (60) days after my death, but if she does not so survive me, then I give and bequeath all of the aforesaid property to such of my children, presently, JEAN MARY O'CONNELL NADER, SHEILA ANN O'CONNELL TIERNEY and ANTHONY MINER O'CONNELL, who shall survive me, in equal shares. The judgment of the Executor in making the allocation shall be final and conclusive.

THIRD: Any interest that I may have in any joint bank accounts and joint savings and loan accounts and any stocks and bonds jointly in my name and that of my wife are hereby declared to be the sole property of my wife and my Executor shall make no claim against her on account thereof.

FOURTH: If my wife, JEAN M. O'CONNELL, shall survive me and live for sixty (60) days after my death, I give, devise and bequeath to her an amount equal to fifty percent (50%) of the value

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of my adjusted gross estate as finally determined for federal estate tax purposes, undiminished by estate or other death taxes, either state or federal, less the aggregate value of all interests in property, if any, which pass to my wife under any other provisions of this Will or which have already passed to her or for her benefit otherwise than under this Will, by operation of law, through life insurance policies, or otherwise, but only to the extent that such interests are included in determining my gross taxable estate and are allowable as a marital deduction for federal estate tax purposes. Such amount shall be called the "Marital Share". In making the computations necessary to determine the amount of the Marital Share, the final determinations for federal estate tax purposes shall control. My Executor shall have full power and the sole discretion to satisfy this devise and bequest wholly or partly in cash or in kind, and to select and designate, and to convey and assign to my wife the assets, including real estate and interests therein, owned by me at the time of my death, which will be transferred as the Marital Share; provided, however, that all assets so transferred as the Marital Share to my wife shall be valued at the value thereof as finally determined for federal estate tax purposes; and provided, further, that my Executor, in order to implement this devise and bequest, shall distribute as the Marital Share to my wife, assets having an aggregate fair market value at the date or dates of distribution amounting to no less than the amount of this devise and bequest as finally determined for federal estate tax purposes; and provided, further, that there shall not be conveyed as a part of the Marital Share to my wife any policy of insurance on the life of my wife, or any asset, or the proceeds of any assets, which will not qualify for the marital deduction. This devise and bequest shall abate to the extent that it cannot be satisfied in the

manner hereinabove provided. The exercise of the foregoing power and discretion by my Executor shall not be subject to question by or on behalf of any beneficiary.

FIFTH: All the rest, residue and remainder of my property, real and personal, tangible and intangible, wheresoever situate and howsoever held, including any property over which I have a power of appointment under any instrument, (including, in the event that my wife shall not survive me and live for sixty (60) days after my death, that portion of my estate which otherwise would comprise the Marital Share), herein referred to as my Residuary Estate, shall be disposed of as follows:

> A. In the event that my wife, JEAN M. O'CONNELL, shall survive me and live for sixty (60) days after my death, I give, devise and bequeath my Residuary Estate to my Trustee, hereinafter named, in trust, herein referred to as my Residuary Trust, to be held, administered and disposed of by my Trustee as follows:

1. So long as my wife, JEAN M. O'CONNELL, shall live, my Trustee shall pay to her or expend for her benefit, in convenient installments, all the net income arising from my Residuary Trust from and after the date of my death. In addition to such income payments, so long as my wife shall live, my Trustee is authorized to pay to my wife or expend for her benefit, from time to time, so much of the principal of my Residuary Trust as my Trustee, in the sole discretion of my Trustee shall deem necessary for her support and maintenance; provided, however, that none of the principal of the Residuary Trust shall be so paid or expended for the benefit of my wife so long as income or assets are readily available to her from any other source. In determining whether income or assets are so available to my wife, my Trustee may rely, and shall be fully protected in relying, upon the affidavit of my

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wife or any other person whom the Trustee believes to be conversant with the circumstances.

2. Upon the death of my wife, my Residuary Trust as then constituted shall be paid over and delivered in equal shares to each child of mine who is living at my wife's death and to the then living lawful issue, collectively, of each child of mine who shall have theretofore died, such issue to take per stirpes the share which their ancestor, the deceased child of mine, would have taken if alive, subject, however, to the provisions hereinafter made with respect to the share of a beneficiary who has not attained the age of twenty-one years.

B. In the event that my wife, JEAN M. O'CONNELL, shall not survive me and live for sixty (60) days after my death, I give, devise and bequeath my Residuary Estate in equal shares to each child of mine who is living at my death and to the then living lawful issue, collectively, of each child of mine who shall predecease me, such issue to take per stirpes the share which their ancestor, the deceased child of mine, would have taken if alive, subject, however, to the provisions hereinafter made with respect to the share of a beneficiary who has not attained the age of twenty-one years.

C. If, under Paragraph A of this Article, a beneficiary who has not attained the age of twenty-one years, becomes entitled to receive any share or part of the principal of my Residuary Trust, my Trustee is authorized to retain such share or part in trust with power and authority in my Trustee, in the sole discretion of my Trustee, to accumulate the net income therefrom and add it to the principal thereof or to pay to, or expend for the benefit of, such beneficiary, with or without intervention of a guardian, so much of the income and principal of his or her share as my Trustee, in the sole discretion of my Trustee, shall deem

necessary for the support, maintenance and education (including higher education) of such beneficiary until he or she attains twenty-one years of age, at which time he or she shall be entitled to receive his or her share or part free of any trusts. The foregoing provision shall not be construed to postpone the vesting of any share or part of my estate in such beneficiary, but shall have the effect only of postponing his or her uncontrolled enjoyment thereof until he or she attains the age of twenty-one years.

D. If, under Paragraph B of this Article, a beneficiary who has not attained the age of twenty-one years at my death shall become entitled to any share of my Residuary Estate, then notwithstanding anything herein to the contrary, I give, devise and bequeath such beneficiary's share to my Trustee, hereinafter named, in trust, to pay to or expend for the benefit of such beneficiary, with or without the intervention of a guardian, so much of the income and principal of his or her share as my Trustee, in the sole discretion of my Trustee, shall deem necessary for his or her support, maintenance and education (including higher education), adding to the principal of his or her share any income not so paid or expended, until he or she attains twenty-one years of age, at which time he or she shall be entitled to receive his or her share free of any trusts. This provision shall not be construed to postpone the vesting of any share of my Residuary Estate in such beneficiary, but shall have only the effect of postponing his or her uncontrolled enjoyment thereof until he or she attains the age of twenty-one years.

E. To the extent permitted by law, the interest of each beneficiary of any trust herein created shall be held by the Trustee upon the condition that the principal thereof and the income therefrom shall be applied to the support and maintenance of the respective beneficiary, and the interest of each beneficiary shall

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not be subject to his or her liabilities, claims of creditors, or to alienation, assignment, or anticipation by such beneficiary.

SIXTH: I direct my Executor to pay out of my Residuary Estate all estate, inheritance, transfer, legacy or succession taxes or death duties, including any interest or penalties thereon, which may be assessed or imposed with respect to my estate, or any part thereof, wheresoever situated, whether or not passing under my Will, including the taxable value of all policies of insurance on my life and of all transfers, powers, rights or interests includable in my estate for the purposes of such taxes and duties. Such payments shall not be prorated or charged against any of the other gifts in this Will or against property not passing under this Will.

SEVENTH: The term "issue", wherever used in this Will, shall be construed to mean lineal descendants in the first, second or any other degree of the ancestor designated, provided, however, that an adopted child and such adopted child's lineal descendants shall be considered as lineal descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of an adopting parent.

EIGHTH: (a) Whenever my Executor shall have a choice of dates in valuing property in my gross estate for estate tax purposes, or a choice between claiming any expense of administration as a deduction for income tax purposes or as a deduction for estate tax purposes, my Executor shall be authorized, but shall not be required, to make such choice as in the judgment of my Executor will result in the payment of the least amount of taxes in the aggregate, without regard to the effect thereof upon the respective interests of the persons interested in my estate, and my Executor shall be authorized, but shall not be required, to make adjustments between any such interests to compensate for the adverse effect thereof of any such choice. In addition, my Executor is hereby authorized to enter into agreements with appropriate governmental authorities and

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to make such other elections and exercise such other options as may be available on estate, inheritance and income tax returns all in such manner as to my Executor may seem most advisable.

(b) My Executor shall be authorized to join in or consent to income and gift tax returns with my said wife (or a legal representative of her estate) to the extent permitted by law and may pay out of my estate, without requiring any contribution from her or her estate, all income and gift taxes, including interest and penalties thereon, if any, payable for any period in respect of which such returns shall be so filed.

NINTH: In addition to and not in limitation of the rights, powers, privileges and discretions vested in executors by law, including specifically the powers of fiduciaries enumerated in Section 64.1-57 of the Code of Virginia as in force at the date of this Will, which powers are incorporated herein by reference, I give to my Executor in the administration of my estate and to my Trustee in the administration of any trust herein created the following powers, to be exercised, without application to any court, to such extent, at such time or times, upon such terms, and in such manner as my Executor or as my Trustee shall, in the absolute discretion of such Executor or Trustee, deem advisable and proper:

(a) To retain any property, real or personal, included in my estate or in any trust herein created, to change investments, and to invest and reinvest from time to time in such other property, real or personal, within or without the United States, including, without limitation, stocks of any classification and shares of or interests in any mutual fund, without being limited in such retention, investment or reinvestment to property authorized for investment by any applicable local law and without regard to diversification of assets.

(b) To sell, without notice, at public or private sale, for cash or on credit, with or without security, to exchange and to grant options to purchase any property, real or personal, not herein specifically devised or bequeathed which is included in my estate or in any trust herein created or is at any time held hereunder, and in so doing to execute all necessary deeds or other instruments.

(c) To borrow money, to mortgage or pledge as security any property held hereunder and to pay interest thereon at the prevailing rate.

(d) To lease for any period, exchange, partition, alter, demolish, improve or otherwise deal with real property.

(e) To make contracts and agreements, to compromise, settle, release, arbitrate or accept arbitration of any debts or claims in favor of or against my estate or any trust herein created and to extend, modify or waive the terms of leases, bonds, mortgages and other obligations or liens.

(f) To vote, in person or by proxy, any stock or securities held hereunder, and to exercise or delegate discretionary powers in connection therewith.

(g) To consent to and participate in any reorganization, consolidation, merger, dissolution, sale, lease, mortgage, purchase or other action affecting any stock or securities held hereunder, and to make payments in connection therewith.

(h) To deposit property with any protective, reorganization or similar committee, to exercise or delegate discretionary powers in connection therewith and to share in paying the compensation and expenses of such committee.

(i) To employ agents, attorneys, accountants, brokers, counsel, including investment counsel, or others, whether individual or corporate, and to pay their reasonable compensation and expenses. Any Executor or Trustee may serve in any such additional capacity and be so compensated for services rendered in such additional capacity.

(j) To hold any property, real or personal, in the name of a nominee.

(k) To determine in all cases of reasonable doubt the manner in which receipts and expenditures shall be allocated between principal and income.

(l) In dividing or distributing my estate or any trust herein created, to make such division or distribution in money, in kind, or partly in money and partly in kind, or by allotting or assigning undivided interests in property, even if one or more shares be composed in whole or in part of property different in kind from that of any other share.

(m) To make such divisions, distributions or advances, at any time and from time to time during the period of administration of my estate, of all or any part of the net income or principal of my estate as my Executor may, in the absolute discretion of my Executor, deem appropriate.

(n) To continue any business, joint venture, or investment, in which I may be engaged or in which I may have an interest at the time of my death, including the authority to incorporate any such business, joint venture, or investment, which is not incorporated at the time of my death, and to make funds available for the continuation of any such business, joint venture,

or investment, in the form of loans, stock subscriptions or otherwise as my Executor or my Trustee shall deem best.

(o) Generally to do any and all acts and things and to execute any and all such written instruments with respect to any property held hereunder which my Executor or my Trustee would be entitled to do were such property owned absolutely by my Executor or my Trustee.

The provisions of this Article shall continue in effect with respect to any property at any time held hereunder until the administration of my estate or of any trust herein created shall have been completed by the payment or distribution thereof pursuant to the terms of this Will.

TENTH: (a) Every election, determination, or other exercise by my Executor or by my Trustee of any right, power, privilege or discretion granted to my Executor or to my Trustee expressly or by implication in this my Will or by law, whether made upon a question actually raised or implied in the acts or proceedings of my Executor or of my Trustee shall, so far as permitted by law, be conclusive and binding upon all persons affected thereby.

(b) No person dealing with my Executor or with my Trustee shall be required to see to the application of any property paid or delivered to my Executor or to my Trustee, or to inquire into the expediency or propriety of any transaction or the authority of my Executor or of my Trustee to enter into or consummate the same upon such terms as my Executor or my Trustee may deem advisable.

ELEVENTH: (a) Any reference in this Will to my "Executor" or to my "Trustee" shall be deemed to include not only the Executrix or Trustee herein first named, but also any substitute or successor (or special or ancillary Co-Executor) at any time serving in a fiduciary capacity hereunder; and all rights, powers, privileges and discretions herein granted to my Executor or to my Trustee shall be deemed to be granted not only to the Executrix or to the Trustee herein first named, but also to any substitute or successor (or special or ancillary Co-Executor) at any time serving in a fiduciary capacity hereunder.

(b) I appoint my said wife, JEAN M. O'CONNELL, to serve as sole Executrix hereof. In the event that my said wife fails to become or ceases to be Executrix hereof for any reason, I appoint ANTHONY M. O'CONNELL as the substitute Executor hereof.

(c) I nominate and appoint as Trustee of any trust herein created ANTHONY M. O'CONNELL.

(d) So far as I may lawfully do so, I direct that no bond or other security shall be required of any Executor or Trustee serving hereunder for the faithful performance of duties in any jurisdiction.

(e) Except for willful default or gross negligence, my Executor and my Trustee shall not be liable for any act, omission, loss, damage or expense arising from the performance of duties under this Will, including the act, omission, loss, damage or expense caused by any agent appointed by my Executor or by my Trustee.

TWELFTH: It is my intention that this Will take full advantage of the maximum marital deduction under federal estate tax laws; therefore, all provisions of this Will shall be construed, and all powers of my Executor shall be construed and exercised, accordingly.

THIRTEENTH: The use of any gender herein shall be deemed to be or include the other genders and the use of the singular herein shall be deemed to be or include the plural (and vice versa), wherever appropriate.

FOURTEENTH: All references to this Will in the Articles hereof shall be deemed to mean this instrument as modified by any and all valid codicils hereto.

IN WITNESS WHEREOF, I, HAROLD A. O'CONNELL, herewith set my hand to this, my last Will, typewritten on twelve (12) sheets of

paper (including the attestation clause, signatures of witnesses, and acknowledgements) this 11th day of April, 1974, in the presence of each and all of the subscribing witnesses, each of whom I have requested in the presence of each of the others, to subscribe his or her name, together with his or her address, as an attesting witness, in my presence, and in the presence of each other.

Harold A. O'Connell (SEAL)
HAROLD A. O'CONNELL

On the 11th day of April, 1974, HAROLD A. O'CONNELL declared to us, the undersigned, that the foregoing instrument was his Last Will and Testament and he requested us to act as witnesses to his signature thereon. He thereupon signed said Will in our presence, we being present at the same time; and we now, at his request, in his presence, and in the presence of each other do hereunto subscribe our names as witnesses. And we each of us declare that we believe this testator to be of sound mind and memory.

Ed. P. ... residing at Fairport Va
George ... residing at Vienna Va
Carroll ... residing at Oldham, Va.

74e

STATE OF VIRGINIA
COUNTY/CITY OF FAIRFAX, to-wit:

Before me, the undersigned authority, on this day personally appeared HAROLD A. O'CONNELL, Ed Prudhoe, Gene D. [unclear], and Carroll [unclear], known to me to be the testator and the witnesses, respectively, whose names are signed to the attached or foregoing instrument and, all of these persons being by me first duly sworn, HAROLD A. O'CONNELL, the testator, declared to me and to the witnesses in my presence that said instrument is his Last Will and Testament and that he had willingly signed or directed another to sign the same for him, and executed it in the presence of said witnesses as his free and voluntary act for the purposes therein expressed; that said witnesses stated before me that the foregoing Will was executed and acknowledged by the testator as his Last Will and Testament in the presence of the said witnesses who, in his presence and at his request, and in the presence of each other, did subscribe their names thereto as attesting witnesses on the day of the date of said Will, and that the testator, at the time of the execution of said Will, was over the age of eighteen (18) years and of sound and disposing mind and memory.

Witness Ed Prudhoe
~~Testator~~

~~Witness~~ Harold A. O'Connell

Witness Gene D. [unclear]

Witness Carroll [unclear]

7Ae

Subscribed, sworn and acknowledged before me by HAROLD A. O'CONNELL,
the testator, subscribed and sworn before me by Ed. [unclear],
George [unclear], and Wm. [unclear]
witnesses, this 11th day of April, A.D. 1975.

Leith S. Carroll
Notary Public

My Commission expires: Jan 24, 1976

In the Clerk's Office of the Circuit Court of Fairfax
County, Virginia June 18, 1975;
Proved, Probated and ordered to be recorded.

Teste: W. FRANKLIN COOLING, CLERK

By: Harold D. Connell
Deputy Clerk

A COPY TESTE:

W. FRANKLIN GOODING, CLERK

By: Harold D. Connell
Deputy Clerk

He

LAND TRUST AGREEMENT

THIS LAND TRUST AGREEMENT ("Trust Agreement"), dated as of the 16th day of OCTOBER 1992, between ANTHONY MINER/O'CONNELL, TRUSTEE, (collectively, "Trustee" or "Trustees"), and JEAN MARY O'CONNELL NADER, SHEILA ANN O'CONNELL, ANTHONY MINER/O'CONNELL, and ANTHONY MINER/O'CONNELL, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Beneficiary" or "Beneficiaries") provides:

RECITALS

R-1. Beneficiaries, by virtue of that certain Deed in Trust Under Land Trust Agreement recorded in Deed Book 8307 at Page 1446 among the land records of Fairfax County, Virginia, have caused title to the real property described in the attached and incorporated Exhibit A ("Property") to be conveyed to the Trustee.

R-2. Pursuant to that certain Power of Attorney dated 16th day of October, 1992, a copy of which is attached and incorporated herein as Exhibit B, the Beneficiaries designated Anthony Miner O'Connell ("O'Connell") as their true and lawful agent and attorney-in-fact to do, execute and perform all and every act or thing necessary to be done in and about the Property.

R-3. By this Trust Agreement, the Trustee will hold legal title to the Property for the uses and purposes and subject to the terms and conditions set forth in this Trust Agreement.

NOW, THEREFORE, for and in consideration of the premises, the foregoing recitals, and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference, as if fully set forth in the text of this Trust Agreement.

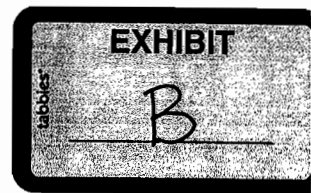
2. Legal and Beneficial Title. Beneficiaries have appointed and do hereby constitute and appoint the trustee, or his survivor(s) or successor(s), as trustee for Beneficiaries to hold legal title to the Property for the benefit of beneficiaries, their successors and assigns, pursuant to the terms and conditions of this Trust Agreement. The Trustee hereby declares, acknowledges and agrees that the Trustee holds, and shall continue to hold pursuant to this Trust Agreement, the legal record title to the Property as trustee and nominee for the benefit of the beneficiaries.

3. Beneficiaries' Rights and Obligations.

3.01. The parties hereto acknowledge that this Trust Agreement evidences the ownership (and all of the burdens and benefits thereof) in the Property by the Beneficiaries; provided, however, that the interest of beneficiaries in the Property shall be deemed to be personal property, pursuant to the provisions of Section 55-17.1 Code of Virginia (1950 as amended), and shall pass or may be assigned or otherwise transferred as such. No Beneficiary

TAX MAP 90-4-001-17
CODE OF VIRGINIA 55-17.1
OF
ANTHONY O'CONNELL
6541 FRANCONIA ROAD
SPRINGFIELD, VIRGINIA 22150

BK 8815 1419



shall have any legal or equitable right, title or interest, as realty, in or to any real estate which constitutes all of any part of the Property, or the right to compel partition. The Beneficiaries shall have only the right, as personalty, hereinabove set forth. The death of a Beneficiary shall not terminate this trust or in any manner affect the powers of the Trustee. The death or resignation of O'Connell or any successor attorney-in-fact ("Attorney-in-Fact") designated by the Beneficiaries shall not terminate this trust or in any manner affect the powers of the Trustee but shall result in the designation by the Beneficiaries of a successor attorney-in-fact. Notwithstanding the foregoing, the Beneficiaries shall be the real and beneficial owners of the Property for all purposes whatsoever (including, without limitation, risk of loss, federal, state and local income taxes, estate and inheritance taxes, and real property taxes), to the same extent and with the same force and effect as if a deed to the property had been recorded in the name of the beneficiaries. Accordingly, without limiting the generality of the foregoing, from and after the effective date of this Trust Agreement, The Beneficiaries shall have the right, acting by and through their Attorney-in-Fact, to (i) use, occupy, enjoy, and control the Property, to receive the earnings, profits and proceeds from any rental, sale, financing or refinancing, or other disposition of the Property, including any proceeds from casualty or title insurance policies and any condemnation awards or proceeds, and to otherwise have and exercise all of the burdens and benefits of beneficial ownership and control of the Property; (ii) develop the Property or construct, repair, alter, remodel, demolish or replace any improvements on the Property, in such manner or form as the Attorney-in-Fact shall determine in his or her sole discretion; (iii) lease, contract to lease, grant options to lease and renew, extend, amend or otherwise modify leases on the Property, any portion or portions thereof, or any improvements located thereon, from time to time, for any rental and upon any other terms and conditions; and (iv) encumber, convey, or otherwise deal with title to the Property or any portion or portions of the Property and direct the Trustee to encumber, convey or otherwise deal with legal title to the Property, or any portion or portions of the Property, as hereinafter set forth.

3.02. Except for those obligations of Trustee referenced in paragraph 9.02, Beneficiaries, acting by and through their Attorney-in-Fact, hereby covenant and agree to (i) pay all real estate taxes and other assessments for the Property, when and as the same are due; (ii) at all times adequately insure any improvements on the Property against fire and other casualties, and maintain liability insurance in reasonable amounts with a company doing business in the Commonwealth of Virginia that is reasonably acceptable to the Trustee, all of which policies shall name the Trustee as additional insured thereunder; (iii) pay all sums falling due under any and all loans or other liens now or hereafter affecting, encumbering, relating to or arising from any contract relating to the property; (iv) pay all expenses in connection with the ownership and upkeep of, or otherwise concerning, the Property, including, without limitation, all maintenance charges, insurance

premiums, repairs, etc.; (v) pay all costs in connection with any transfer of the property, legal title thereto, or any interest therein, including any transfer and/or recordation taxes or costs in connection with any financing placed on the Property or any transfer of the Property or any interest therein; and (vi) file all income tax returns with respect to the Property and its operation and pay all taxes on the earnings and avails of the Property or growing out of the ownership thereof.

4. DUTIES of TRUSTEE; ACTIONS by Trustee.

4.01. Trustee shall perform the following duties without compensation therefor, except as is otherwise provided in paragraphs 8 and 9 of this Trust Agreement: Trustee has the authority to (i) execute all instruments which shall be necessary to protect and conserve the Property; (ii) sell, contract to sell and grant options to purchase the Property, or any portion or portions thereof and any right, title or interest therein for cash or on credit; (iii) exchange the Property, or any portion or portions thereof, for any other real property upon any terms; (iv) convey the Property, or any portion or portions thereof, by deed or other conveyance to any grantee, with or without consideration; (v) mortgage, pledge or otherwise encumber the Property, or any portion or portions thereof (including the granting of deeds of trust thereon); and (vi) release, convey or assign any other right, title or interest whatsoever, in, to or about the Property, or any portion or portions thereof. Trustee shall have the power to perform any of the above acts without the consent of the Beneficiaries or the Attorney-in-Fact. Upon written direction of all the beneficiaries or Attorney-in-Fact, Trustee shall be required to perform any of the above acts. Trustee shall not be required to inquire into the authenticity, necessity or propriety of any written direction executed and delivered to it by all of the Beneficiaries or their Attorney-in-Fact pursuant to this paragraph.

4.02. The foregoing power and authority of Trustee, as contained in paragraph 4.01 above, shall in no way limit the power of the Beneficiaries to take any and all of the same actions in their own name and stead in lieu of taking action through Trustee, to the extent permitted by the laws of the State of Virginia.

4.03. All actions by the Trustee under this Trust Agreement shall be effective only if joined in, in writing, by all parties comprising Trustee. Should a dispute or disagreement arise between the Beneficiaries in respect of this Trust Agreement or the Property, the Trustee shall be entitled, in his or her sole and absolute discretion, to seek the guidance of a court of law or equity in accordance with applicable law.

4.04. (a) If the Property or any part thereof remains in this trust at the expiration of twenty (20) years from the date hereof, the Trustee shall promptly either convey record title to the Property to the Beneficiaries, at the cost of the Beneficiaries, or promptly sell the Property at a public sale after a reasonable public advertisement and reasonable notice thereof to the Beneficiaries, and after deducting the reasonable cost and expenses of such sale, the Trustee shall deliver the proceeds of sale either to the Attorney-in-Fact or to the Beneficiaries in accordance with the respective interests.

(b) If at any time prior to the expiration of twenty (20) years from the date hereof the assets of this trust shall consist solely of cash, the Trustee shall transfer and deliver all of such assets to either the Attorney-in-Fact or the Beneficiaries in accordance with their respective interests. Upon the completion of the action required by this paragraph, the trust and this Trust Agreement shall terminate.

4.05. Anything in this Trust Agreement to the contrary notwithstanding, the Trustee is directed to sell the Property or any portion thereof without the consent of the Beneficiaries if, at any time prior to the expiration of twenty (20) years from date hereof, the Trustee shall deem it advisable in order to protect the interests of the Beneficiaries, but no such sale may be made until after reasonable notice thereof is given to all of the Beneficiaries. After deducting the reasonable costs and expenses of such sale, the Trustee shall deliver the proceeds thereof to the Attorney-in-Fact or the Beneficiaries in accordance with the provisions of subparagraph 4.04 above.

5. Trustee Not to Exercise Rights of Ownership or Control Over Property. Trustee does hereby covenant and agree with the beneficiaries that Trustee will not, in Trustee's capacity as trustee and holder of legal record title to the Property, take any actions respecting the Property, except in accordance with the powers granted in paragraph 4.01 above or by the direction of all of the Beneficiaries or the Attorney-in-Fact. It is expressly understood and agreed between the Beneficiaries and Trustee that the manner of holding title to the Property (or any part thereof) is solely for the convenience of the Beneficiaries; accordingly, the spouse, executors, administrators, beneficiaries, distributees, successors or assigns of any party comprising Trustee or any other holder of record title to all or any portion of the Property, shall have no right, title or interest in and to any of the Property by reason of the manner in which title is held, but the entire Property shall be treated as property of the Beneficiaries, subject to the terms of this Trust Agreement. Trustee hereby assigns to the Beneficiaries the proceeds, if any, receivable by Trustee with respect to any insurance policies under which Trustee is insured with respect to Trustee's holding record title to the Property, including, without limitation, proceeds from title insurance policies.

6. Disclaimer of Partnership. This Trust Agreement shall not be deemed to be, or create or evidence, the existence of a business trust, an association in the nature of a corporation, a partnership, a joint venture or any other business entity or enterprise between the Trustee and the Beneficiaries,

7. Third Parties.

7.01. No party dealing with the Trustee in relation to the Property, or any portion or portions thereof, in any manner whatsoever and (without limiting the foregoing), no party to whom the Property, or any portion or portions thereof, or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, shall be obliged to (i) see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property; (ii) see that the terms of this

Trust Agreement have been complied with; (iii) inquire into the authority, necessity or expediency of any act of Trustee; or (iv) be privileged to inquire into any of the terms of this Trust Agreement.

7.02. Every deed, mortgage, lease or other instrument executed by Trustee in relation to the Property, or any portion or portions thereof, shall, if joined in by all parties comprising Trustee in conformity with the provisions of paragraph 4.03 of this Trust Agreement, be conclusive evidence in favor of every person claiming any right, title or interest thereunder (i) that at the time of delivery thereof the trust created hereunder was in full force and effect, (ii) that such instrument was executed in accordance with the terms and conditions of this Trust Agreement and all amendments hereof, if any, and is binding upon the Beneficiaries, (iii) that Trustee was duly authorized and empowered to execute and deliver such instrument, and (iv) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all of the title, estate, rights, powers, duties, and obligations of its, his or their trust.

7.03. No person or entity not a party hereto, specifically including (but not limited to) any creditors of any of the Beneficiaries or Trustee, shall derive any rights or benefits by virtue of the provisions of this Trust Agreement whether under any third party beneficiary theory, right of subrogation or otherwise; and any and all intention to create any such rights in any person or entity not a party hereto is hereby specifically disclaimed.

8. Trustee Not Individually Liable; Indemnification and Reimbursement of Trustee by the Beneficiaries.

8.01. The Trustee, in such capacity, shall have no individual liability or obligation whatsoever arising from holding the legal record title to the Property pursuant to the provisions hereof or any action taken by the Trustee with respect to the Property except as a result of Trustee's gross negligence or willful misconduct, or with respect to any act done or contract entered into or indebtedness incurred by the Beneficiaries, and the Beneficiaries shall indemnify, defend and hold Trustee harmless from any such liability and obligations. Any instrument required to be executed by Trustee with respect to the Property, including but not limited to deeds, deed of trust or mortgages, shall expressly state that the Trustee has joined in such instrument solely in the capacity as Trustee and will have no personal liability or obligation thereunder for performance of any covenants thereof or for payment of any indebtedness or other sums evidenced or secured thereby.

8.02. Notwithstanding the obligations in paragraph 9.02, the Trustee shall not be required (i) to take any action with respect to the property unless the Trustee shall have been furnished with sufficient funds therefor or be indemnified to Trustee's reasonable satisfaction with respect to the costs thereof; or (ii) to pay or advance any sums of money with respect to the property or this Trust Agreement except from funds provided to Trustee for such purpose. If Trustee shall pay any money or

incur any liability to pay any money on account of this Trust Agreement or the Property, or any portion or portions thereof, or incur any liability to pay any money on account of Trustee holding title to the Property or otherwise in connection with this Trust Agreement, whether because of breach of contract, injury to person or property, fines or penalties under any law, or otherwise, Beneficiary agrees that, except as is otherwise provided in paragraphs 8.01 above and 9.02 below, the Beneficiaries will, at their expense, indemnify, defend and hold harmless Trustee from and against any liabilities or obligations incurred by Trustee for any reason whatsoever as a result of this Trust Agreement, including all loss, costs, expenses and reasonable attorneys' fees, and that the Beneficiaries will, on demand, pay Trustee all such payments made by Trustee together with trustee's expenses, including reasonable attorneys' fees.

8.03. The Trustee shall be entitled to rely, and shall be fully protected in relying, upon any communication or document to have been made or signed by the Attorney-in-Fact provided the Trustee has not received written notice of the revocation of the power of attorney by any of the Beneficiaries. Effective immediately upon Trustee's receipt of such notice, Trustee shall take no action under this Trust Agreement, except as provided in paragraph 4.01, without the consent of all of the Beneficiaries or a final order from a court of competent jurisdiction authorizing such action.

9. Compensation of Trustee; Expenses Paid by Trustee; Real Estate Taxes.

9.01. Trustee shall be compensated for its duties under this Trust Agreement on a value added basis. The Beneficiaries agree that the basis of the trust property is \$300,000, the assessed value of the property determined by a professional appraisal on June 8, 1992. Trustee is to receive 1/3 of any amount realized above the \$300,000 basis upon sale of the property or 1/3 of any increase in the appraised value of the property upon conveyance of title to the Beneficiaries.

9.02. Trustee agrees to pay for all expenses voluntarily undertaken towards increasing the value of the property and the expense of (any) sales commission incurred in the eventual sale of the property.

9.03. All real estate taxes on the property shall be shared by all of the Beneficiaries. If a Beneficiary does not provide his or her share of the taxes, The Trustee will pay the shortfall and shall be reimbursed the principal plus 10% interest per annum. Trustee shall be reimbursed for any outstanding real estate tax shares or other Beneficiary shared expense still owed by any Beneficiary at settlement on the eventual sale of the property.

10. Termination; Resignation of Trustee; Amendment.
The Trust created hereunder may be terminated by all of the Beneficiaries or the Attorney-in Fact at any time and, upon such termination, Trustee shall convey the Property, or any remaining portion or portions thereof, to the Beneficiaries or to any person or persons designated by each of them, in accordance with their respective interest, at the sole cost of the Beneficiaries. This Trust Agreement may be amended only by a written agreement executed

by Trustee and all of the Beneficiaries or the Attorney-in-Fact and may be revoked or terminated by written notice from all of the Beneficiaries or the Attorney-in-Fact to Trustee. Trustee shall, upon the direction of all the Beneficiaries or the Attorney-in-Fact and at the sole cost of the Beneficiaries, execute any and all amendments hereto or modifications hereof, provided that the same preserve the provisions of paragraphs 8 and 9 hereof unless otherwise agreed in writing by all of the Beneficiaries or the Attorney-in-Fact and Trustee. Notwithstanding the foregoing, the Trustee shall have the right to resign as trustee upon thirty (30) days written notice if any of the Beneficiaries shall fail in any material respect to perform any of their obligations under this Trust Agreement running to the benefit of Trustee, without any further liability or obligation of Trustee under this Trust Agreement, such resignation to be effective upon the date specified in such notice unless the Beneficiaries shall substitute a new trustee or trustees prior to such effective date pursuant to the provisions of paragraph 12 of this Trust Agreement. The resigning Trustee shall not be required or obligated to take any action under this Trust Agreement or with respect to the Property from and after the date any such notice of resignation is given, except to convey the property to a successor trustee if so requested. In the event all trustees then serving under this Trust Agreement resign and no substitute trustees are appointed by the Beneficiaries prior to the date such resignation is effective, then the trustee may convey record title to the Property to the Beneficiaries in accordance with their respective interests, at the Beneficiaries' cost, or, at Trustee's option, file a suit for appropriate relief in a court of competent jurisdiction.

11. Governing Law. This Trust Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

12. Recordation; Copies of Trust Agreement. The Beneficiaries shall have the right, at their expense and without cost to Trustee, to have this Trust Agreement, or a memorandum hereof, recorded among the land records of Fairfax County, Virginia. Copies of this Trust Agreement or any amendment hereto or modification hereof, certified by Trustee or all of the Beneficiaries or their Attorney-in-Fact to be true and correct, shall be satisfactory evidence thereof for all purposes.

13. Substitution of Trustees. All of the Beneficiaries in agreement or the Attorney-in-Fact shall have the absolute right, at any time and for any reason, with or without cause, to remove the Trustee, or any of them, and to appoint a substitute trustee or trustees hereunder, or upon the resignation, death, incapacity, disability or absence of the Trustee, or any of them, to appoint a successor trustee or trustees hereunder, which appointed successor or substitute trustee or trustees shall be conferred with all the rights and charged with all the duties that are conferred or charged upon the Trustee originally named herein, and Trustee covenants to promptly execute, acknowledge and deliver to the Beneficiaries a deed conveying record title to the Property to the successor trustee(s) and any and all documents in connection therewith. Said power of substitution or removal may be exercised

at any time or from time to time, with or without cause, and one or more exercises thereof shall not be deemed to exhaust said power.

14. Successors. The provisions of this Trust Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Land Trust Agreement under seal as of the day and year first above written.

TRUSTEE:

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell, Trustee
6541 Franconia Road
Springfield, Virginia 22150

Percentage Interest
In The Trust

17.96687%

17.96687%

17.96687%

46.0994%

BENEFICIARIES:

Jean Mary O'Connell Nader (SEAL)
Jean Mary O'Connell Nader

Sheila A O'Connell (SEAL)
Sheila Ann O'Connell

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell, Trustee,
Under the Last Will and Testament
of Harold A. O'Connell

STATE OF Virginia
COUNTY OF FAIRFAX, to wit:

3rd day of August 1992, by Anthony Miner O'Connell, Trustee.

Barbara A Antonucci
Notary Public

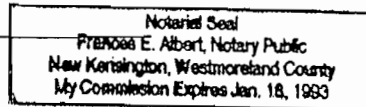
My Commission expires: 7-31-94

STATE OF _____
COUNTY OF _____, to wit:

13th The foregoing instrument was acknowledged before me this day of August 1992, by Jean Mary O'Connell Nader.

Francis E. Albert
Notary Public

My Commission expires: _____



Member, Pennsylvania Association of Notaries

STATE OF Maine
COUNTY OF Cumberland, to wit:

16th The foregoing instrument was acknowledged before me this day of October 1992, by Sheila Ann O'Connell.

Pearl R. Mahany
Notary Public

My Commission expires: COMMISSION EXPIRES OCTOBER 15, 1997

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to wit:

3rd The foregoing instrument was acknowledged before me this day of August 1992, by Anthony Miner O'Connell.

Balvina A. Antonucci
Notary Public

My Commission expires: 7-31-94

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to wit:

3rd The foregoing instrument was acknowledged before me this day of August 1992, by Anthony Miner O'Connell, Trustee, under the Last Will and Testament of Harold A. O'Connell.

Balvina A. Antonucci
Notary Public

My Commission expires: 7-31-94

BK 8845 1458

Exhibit A

BEGINNING at a stake and stones in the East Ravensworth line a corner to lines of G. Haines in line of lands of C. Potter's Estate and thence running with said line N 8-1/4° E. 450 feet to a stake and stones corner to lands heretofore conveyed by C. Huntington; thence with said land N 68-1/2° W. 939 feet to a stake and stones in center of abandoned road bed of Washington Southern Railway Company; thence with the center thereof S 21-1/2° W. 880 feet to a stake and stones; thence by lands of G. Haines N 89-1/4° E. 1121 feet to the beginning containing 15 acres more or less.

BK 8845 1459

JOSEPH BERRY

VIENNA, VIRGINIA

CIVIL ENGINEER

COUNTY SURVEYOR FOR FAIRFAX COUNTY

Description of H.A.O'Connell's property, situated in Mount Vernon District, Fairfax County, Virginia and bounded as follows:-

Beginning at the corner of E.A. Brice in the middle of the old railroad bed, now abandoned; thence with the line of Brice S.74°08'20"E. (passing through a pipe at 40.0 ft.) 929.77 ft. to a pipe in the line of William Parker; thence with the line of Parker and continuing the same course with the line of Mrs. Edna B. Hunter S.1°42'25"W. 477.15 ft. to a pipe; thence with another line of Mrs. Hunter S.85°19'50"W. (passing through a pipe at 1088.26 ft.) 1131.22 ft. to the middle of the old railroad bed; thence with the middle of the old railroad bed N.16°43'20"E. 859.5 ft. to the beginning. Containing 15.329 acres.

Joseph Berry

8K 8845 1460

Exhibit B

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

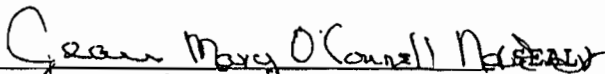
That the undersigned, all of the beneficial owners of that certain real property located in Fairfax County, Virginia, and more particularly described on the attached and incorporated Exhibit A ("Property"), do hereby nominate, constitute and appoint Anthony Miner O'Connell of Fairfax County, Virginia, our true and lawful agent and attorney-in-fact to do, execute and perform all and every act necessary to be done in and about the Property. And the execution or performance of any act or thing pursuant to these presents shall be as binding upon the undersigned, as fully and amply, to all intents and purposes, as if they have been duly executed and acknowledged or performed by the undersigned.


And we hereby ratify and confirm all lawful acts and things heretofore done by the said attorney-in-fact on our behalf.

This power shall not terminate upon the disability of the principals.


Any person, firm or corporation shall be fully protected in relying upon this power of attorney unless and until such person, firm or corporation has received actual written notice of its revocation or a notice of its revocation has been recorded among the land records of Fairfax County, Virginia.

WITNESS the following signatures and seals, this 16TH day of OCTOBER, 1992.


Jean Mary O'Connell Nader (SEAL)


Sheila Ann O'Connell (SEAL)


Anthony Miner O'Connell (SEAL)


Anthony Miner O'Connell, Trustee,
Under the Last Will and Testament of
Harold A. O'Connell

BK 8845 1461

STATE OF Pennsylvania
COUNTY OF Westmoreland, to wit:

13th The foregoing instrument was acknowledged before me this
day of August 1992, by Jean Mary O'Connell Nader.

Francis E. Albert
Notary Public

My Commission expires: _____

Notarial Seal
Francis E. Albert, Notary Public
New Kensington, Westmoreland County
My Commission Expires Jan. 18, 1993
Member, Pennsylvania Association of Notaries

STATE OF Mexico
COUNTY OF Cuicatlan, to wit:

8th The foregoing instrument was acknowledged before me this
day of September 1992, by Sheila Ann O'Connell.

Francis E. Albert
Notary Public

My Commission expires: September 21, 1999

STATE OF Virginia
COUNTY OF FAIRFAX, to wit:

3rd The foregoing instrument was acknowledged before me this
day of August 1992, by Anthony Miner O'Connell.

Barbara A. Antonucci
Notary Public

My Commission expires: 7-31-94

STATE OF Virginia
COUNTY OF FAIRFAX, to wit:

3rd The foregoing instrument was acknowledged before me this
day of August 1992, by Anthony Miner O'Connell,
Trustee, under the Last Will and Testament of Harold A. O'Connell.

Barbara A. Antonucci
Notary Public

My Commission expires: 7-31-94

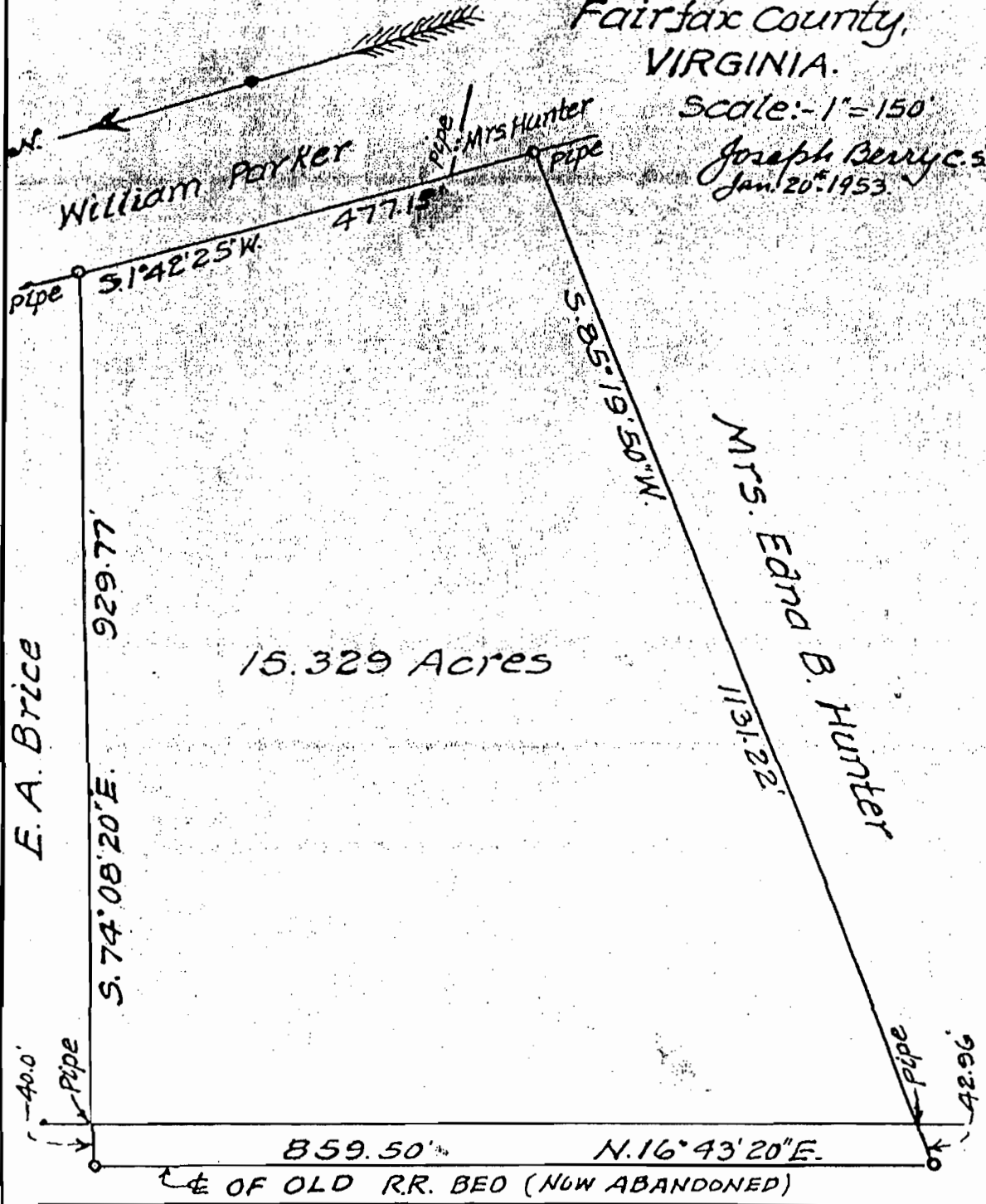
with plat attached NOV 12 93

RECORDED FAIRFAX CO VA
TESTE: [Signature]
CLERK

BK 8845 1462

PROPERTY OF
H. A. O'CONNELL,
Fairfax County,
VIRGINIA.

Scale: - 1" = 150'
Joseph Berry C.S.
Jan. 20, 1953.



COMMITMENT FOR TITLE INSURANCE
ISSUED BY

STEWART TITLE
GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, A Texas Corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

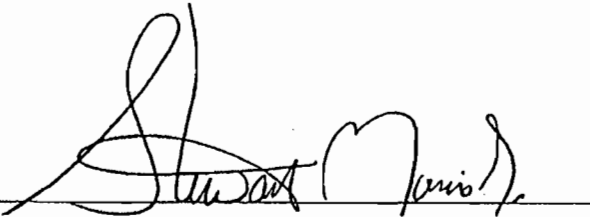
This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company

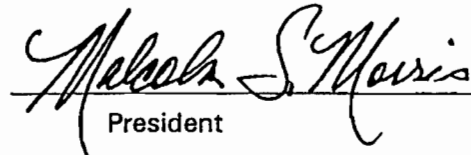
Signed under seal for the Company, but this Commitment shall not be valid or binding until it bears an authorized Countersignature.

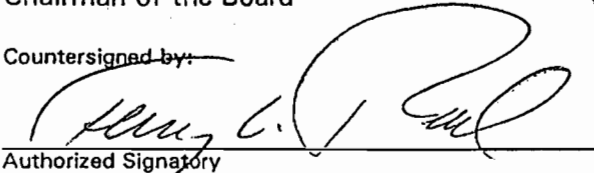
IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

STEWART TITLE
GUARANTY COMPANY


Chairman of the Board




President

Countersigned by:

Authorized Signatory

STEWART TITLE AND ESCROW, INC.
Company

FAIRFAX, VIRGINIA
City, State



CONDITIONS AND STIPULATIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the exclusions from coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

STEWART TITLE

GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P. O. Box 2029, Houston, Texas 77252, and identify this commitment by its printed COMMITMENT SERIAL NUMBER which appears on the bottom of the front of the first page of this commitment.

**STEWART TITLE GUARANTY COMPANY
COMMITMENT SCHEDULE A**

DATE ISSUED: April 24, 2007
COMMITMENT NO: 05001493-Revised 4/24/07

1. EFFECTIVE DATE: April 07, 2007

2. POLICIES TO BE ISSUED:

AMOUNT

(a) ALTA OWNER'S POLICY

\$TO BE DETERMINED
COMPANY APPROVAL REQUIRED

Proposed Insured:

LONG BRANCH PARTNERS L.L.C.

3. The estate or interest in the land described or referred to in this commitment and covered herein is Fee Simple and title thereto is at the effective date hereof vested in:

ANTHONY MINER O'CONNELL, TRUSTEE

4. The land referred to in this commitment is situated in Fairfax County, VA and is described as follows:

All that certain tract or parcel of land containing 15.329 acres, more or less, as described and shown on Plat in Deed in Trust under Land Trust Agreement recorded in Deed Book 8307 at Page 1446, among the land records of Fairfax County, Virginia.

(NOTE: NEW METES AND BOUNDS LEGAL TO BE SUPPLIED BY SURVEYOR BASED ON THE ALTA SURVEY REQUIRED ON SCHEDULE B-I HEREIN)

AND BEING Deed in Trust under Land Trust Agreement recorded in Deed Book 8307 at Page 1446.

(Also see Power of Attorney and Land Trust Agreement recorded in Deed Book 8845 at Pages 1444 and 1449, respectively.)

Issued through the office of:

Stewart Title and Escrow, Inc.
10505 Judicial Drive
Fairfax, Va. 22030

SCHEDULE B - SECTION I

Commitment No: 05001493-Revised 4/24/07

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Pay all general and special taxes now due and payable.
3. Proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Restrictions or restrictive covenants have not been violated.
5. Satisfactory survey to be supplied before issuance of final mortgagee title policy, if any.
6. Receipt of executed owner's/seller's affidavit as to mechanics' liens and possession.
7. Proper instrument(s) creating the estate or interest to be insured must be executed, delivered and duly filed for record, to wit:
 - A. Deed from ANTHONY MINER O'CONNELL, TRUSTEE, and ANTHONY MINER O'CONNELL, INDIVIDUALLY (and spouse(s), if any; marital status to be recited), to LONG BRANCH PARTNERS L.L.C., vesting fee simple title to the subject property.
8. Provide Title Company with satisfactory evidence that LONG BRANCH PARTNERS L.L.C., is a valid and subsisting Limited Liability Company at the time of execution and delivery of the Instrument(s) required above. Note: A Certificate of Organization or Certificate of Good Standing from the State Corporation Commission will satisfy this requirement.
9. Provide Title Company with satisfactory evidence that the person(s) executing the Instrument(s) required above on behalf of the company is duly authorized by the Company to execute said Instrument(s). NOTE: A review by the Title Company of the current Articles of Organization and Operating Agreement governing said Limited Liability Company may satisfy this requirement.
10. Provide Title Company with a certified copy of a resolution by the members of the limited liability company authorizing execution of the Instruments required above.
11. Provide ALTA/ACSM Survey and new legal description of the property to be insured hereunder. Said legal description to be used in documents creating the interests to be insured hereunder.
12. SETTLEMENT TO BE CONDUCTED BY: STEWART TITLE AND ESCROW, INC. OR THIS COMMITMENT IS NULL AND VOID AND CANNOT BE RELIED UPON BY ANY PARTY.

SCHEDULE B - SECTION II

Commitment No: 05001493-Revised 4/24/07

Schedule B of the Policy or Policies to be issued will not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) by reason of the following matters unless they are disposed of to the satisfaction of the Company.

NOTE: Items 1 through 6 will not appear on the final mortgagee title policy provided that the requirements appearing under Schedule B - Section I of this commitment have been complied with.

1. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or any overlapping of improvements or other boundary or location disputes.
2. Rights or claims of parties in possession, and not of record in the public records; liens for labor, service or materials or claims to same which are not of record in said records.
3. Any roadway or easement, similar or dissimilar, on, under, over or across said property, or any part thereof and not of record in said records.
4. Statutory marital rights, if any, of any spouse of any individual insured.
5. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or riparian rights, if any.
6. Taxes, supplements, or special assessments which are not shown as existing liens by the public record as of the date of the commitment to insure.
7. Taxes subsequent to December 31, 2006. Taxes for the first half of the year 2007 are a lien, not yet due and payable. Possible supplemental taxes on improvements.
(TAX PARCEL #090-4-01-0017)
8. Easement Agreement to Fairfax County Board of Supervisors recorded in Deed Book 2757 at Page 21.
9. Sanitary Sewer Easement Agreement to Fairfax County Board of Supervisors recorded in Deed Book 4423 at Page 129.
10. Conservation Easement as shown on Fairfax County Tax Map.
11. Long Branch and Flood Plain Limits as shown on Fairfax County Tax Map - exception is hereby taken to possible rights of others in and to the continued use and flow of said watercourse; title to that portion of subject property lying below mean high water mark; and to riparian rights incident to the premises.
12. The exact acreage or volume of land is not insured hereunder.

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Schedule B - Section II Continued

Commitment No: 05001493-Revised 4/24/07

NOTE: The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this Commitment, and every person relying on this Commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00, and the total liability of the Company on account of this Commitment shall not exceed said amount.

Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company

Privacy Policy Notice

and

Stewart Title and Escrow, Inc.

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Stewart Title Guaranty, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company and Stewart Title and Escrow, Inc.

We may collect nonpublic personal information about you from the following sources:

- * Information we receive from you, such as on applications or other forms.
- * Information about your transactions we secure from our files, or from our affiliates or others.
- * Information we receive from a consumer reporting agency.
- * Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- * Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- * Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



PO Box 71476
Richmond, Virginia 23255-1476
(703) 880-1078 • Fax (804) 440-1171
questions@taxva.com

Taxing Authority Consulting Services, P.C.
Attorneys At Law

SECOND AND FINAL NOTICE OF DELINQUENT TAXES **Fairfax County Department of Tax Administration**

October 26, 2011

Re: TACS# 59140 (0904-01-0017) Total Amount Due: \$16,469.24

Dear Sir or Madam:

We recently forwarded a Notice to you indicating that your real estate taxes are severely delinquent. Our firm has been retained to collect the delinquent taxes on your property. Since the tax records reflect that these taxes remain unpaid despite our correspondence to your attention, this is your final notice and last opportunity to address this delinquency.

Please take notice that unless your account is paid in full within thirty (30) days of this notice, we will take additional action to collect this account, such as the seizure of your wages or other property. If your taxes are more than two years delinquent, or the property is otherwise eligible for sale under applicable law, we will commence proceedings to sell your property, beginning with the publication of your name and this delinquency in a local newspaper. Please be advised that Virginia law requires that you pay any costs associated with filing suit to sell your property for delinquent taxes. You will be responsible for paying for services such as publications, title searches, filing fees, service fees, appraisal fees, court reporter fees, and auctioneer fees.

Payment should be made payable to **Fairfax County** and mailed to the following address: **Taxing Authority Consulting Services, PC, P.O. Box 71476, Richmond, Virginia, 23255-1476**. You may also make payment by credit card or electronic check through our website, www.taxva.com, by clicking "Pay Now" (a convenience fee will apply). Please be sure to include the above-referenced account number on your payment to ensure proper credit.

Please contact our office to discuss payment of your account. If you have paid these taxes or you are now a debtor in a pending bankruptcy, please disregard this notice. If you are in bankruptcy, please furnish to our office, in writing, the number of your bankruptcy case and the identification of the Court in which it is pending so as to enable us to code your account and avoid further correspondence to you.

Sincerely,
Taxing Authority Consulting Services, PC

CCSTACS01FXT2

Detach Lower Portion and Return with Remittance

(Do not send cash – please make check or money order payable to Fairfax County)

PO Box 71476
Richmond VA 23255-1476
ADDRESS SERVICE REQUESTED

tacs Taxing Authority Consulting Services, P.C.
Attorneys At Law
(703) 880-1078 • Fax (804) 440-1171 • questions@taxva.com

October 26, 2011

TAXING AUTHORITY CONSULTING SERVICES PC

PO Box 71476
Richmond VA 23255-1476

59140-FXT2 651192477



Anthony M Oconnell Tr
439 S Vista Del Rio
Green Valley AZ 85614-2415

TACS #: 59140
Total Amount Due: \$16,469.24
Amount Enclosed: \$ _____

